

Tariff Schedule Applicable to
TELECOMMUNICATION SERVICES
Telecommunications Services Furnished by
NextGen Communications, Inc.
Between Points within the State of South Carolina
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275 West Street
Annapolis, MD 21401

INTRODUCTION

This Tariff of Terms and Conditions, Services, and Rates (“Tariff”) describes the rates, terms, and conditions pursuant to which NextGen Communication, Inc. (“NextGen” or “Company”) will provide 9-1-1 Emergency Services and NG9-1-1 Emergency Services in the state of South Carolina. By executing a NextGen Service Order Agreement (SOA), or by using or paying for the services provided herein, such Customer executing the SOA or paying for the services agrees to the service regulations and terms and conditions described herein.

The services covered in this Tariff are subject to availability. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company’s control.

TARIFF FORMAT

Page Numbering. Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the Tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols. When changes are made in any Tariff page, a revised page will be issued replacing the affected Tariff page. Changes will be identified on the revised page(s) in the right hand margin on each line changed through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (O) To signify material relocated without change in text but with an increase in rate
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

CHECK SHEET

Sheets 1- _____ of this tariff are effective as of the date shown on an individual page. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date indicated.

PAGE

TITLE

REVISION

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1. DEFINITIONS

1.1 9-1-1

A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency.

1.2 Aggregation

The services needed to receive 9-1-1 traffic from an Originating Service Provider (OSP) and deliver to the correct Core Service Provider.

1.3 Automatic Location Identification (ALI)

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.

1.4 Automatic Number Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

1.5 Basic Local Exchange Services

The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission

1.6 Border Control Function (BCF)

Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.

1.7 Calling Party Number (CPN)

The call-back number assigned to a wireless telephone.

1.8 Call Information Database (CIDB)

The mandatory set of call information data as specified in NENA standard 71-001 that is beyond location data (address and geospatial coordinates).

1.9 Call Routing Device

The switching office from which a PSAP, either primary or secondary, is served. A Call Routing Device can include a Selective Router, ESRP, or other device for routing 9-1-1 calls to the appropriate PSAP.

1.10 Central Office (CO)

A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building

1.11 Commission

The Public Service Commission of South Carolina.

1.12 Company

NextGen Communications, Inc. (a Maryland Corporation), the filer of this tariff. Company does not and will not provide basic local exchanges service.

1.13 NG9-1-1 Database Management System (DBMS)

NG9-1-1 DBMS is the complete next generation solution that replaces legacy ALI database management systems. It includes the NENA i3 functional elements: Location Interwork Function (LIF), the Location Information Server (LIS), Call Information Database (CIDB), Location Validation Function (LVF), and a web services portal.

1.14 Default Routing (DR)

A feature activated to route an incoming E9-1-1 call to a designated (default) PSAP when such incoming call cannot be selectively routed due to an ANI failure, or other causes.

1.15 Display and Transfer Unit (DTU)

A console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

SECTION 1. DEFINITIONS (cont'd.)

1.16 Emergency Service Number (ESN)

Unique numbers provided by the Company to be associated by the Customer with street address ranges or other mutually agreed upon routing criteria for selective routing of calls to unique combinations of police, fire, ambulance, and any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area.

1.17 End Office

The central office(s) which receive originating E9-1-1 calls.

1.18 Enhanced 9-1-1 (E9-1-1) Service

A telecommunications service that (depending upon configuration) uses ANI, ALI (including non-listed and non-published numbers and addresses), selective routing, and the three-digit number “9-1-1,” for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Service does not include discretionary equipment purchased, or contracted for, that is not essential to the provisioning of an E9-1-1 Service.

1.19 Enhanced 9-1-1 (E9-1-1) Service Area

The geographic area in which the E9-1-1 authority will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

1.20 Emergency Service Zone (ESZ)

A geographical area that represents a unique combination of emergency service agencies (e.g., Law Enforcement, Fire and Emergency Medical Service) that are within a specified 9-1-1 governing authority’s jurisdiction. An ESZ can be represented by an Emergency Service Number (ESN) to identify the ESZ.

1.21 Location Database

An ALI, Location Information Server, or other database that stores location information for emergency services use.

SECTION 1. DEFINITIONS (cont'd.)**1.22 Master Geographic Information System (Master GIS)**

A system that acts as the master source for valid locations in a given geographic area. Traditionally, a legacy E9-1-1 DBMS uses the Master Street Address Guide (MSAG) as the source for validation. In NG9-1-1, the source for validation is the Master GIS.

1.23 Master Street Address Guide (MSAG)

A data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

1.24 National Emergency Number Association (NENA)

An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education

1.25 Next Generation 9-1-1 (NG9-1-1) Services

NG9-1-1 is an IP-based system comprised of managed IP-based networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provide additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources and provide multimedia data capabilities for PSAPs and other emergency service organizations.

1.26 Nonrecurring Charge (NRC)

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

1.27 Private Switch/Automatic Location Identification (PS/ALI) Customer

The Private Switch or Location Database customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator, or Centrex/CENTRON customer who desires to provide station location information to the E9-1-1 system.

SECTION 1. DEFINITIONS (cont'd.)

1.28 Pseudo Automatic Number Identification (pANI)

A feature in which a number, assigned to the area served by a wireless communications provider's tower or a sector of the area served by a tower, is forwarded to the E9-1-1 Call Routing Device and to the PSAPs Display and Transfer Units.

1.29 Public Safety Answering Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of service agencies such as police, fire, or emergency medical or by employees of a common bureau serving a group of such entities.

1.30 Public Safety Answering Point (PSAP) Trunk

A trunk used to deliver ANY information from a Call Routing Device to a PSAP. The PSAP trunk may be set to receive a 9-1-1 call in several different formats. The trunk could be TDM or IP. The PSAP trunk is also used to connect and carry voice transmission, and in the case of IP (e.g. VoIP) possibly the location information, from the Call Routing Device.

1.31 Routing Telephone Number (RTN)

A number that when dialed rings to a specific PSAP. This is used for connectivity from the public switched telephone network (PSTN) to the 9-1-1 network of a PSAP.

1.32 Selective Routing (SR)

A form of call routing that may or may not be applicable to NextGen E9-1-1 that routes an E9-1-1 call from a central office to the designated primary PSAP based upon the identified number of the calling party. (See "Call Routing Device")

1.33 Serving Control Office

The PSTN control office from which a PSAP; either primary or secondary, is served. The Serving Control Office may be irrelevant to the NG9-1-1 IP-based solution.

SECTION 1. DEFINITIONS (cont'd.)**1.34 Telecommunications Carrier**

Providers of telecommunications services that may be used to generate a 9-1-1 call and who would interconnect in any fashion to the 9-1-1 network, including wireline Incumbent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), wireless service providers, VoIP service providers, operators of large private branch exchanges (PBXs), and any other entity providing telecommunications services to the general public.

1.35 Valid Location

An MSAG address, USPS address, lat/long, or any other PSAP approved location description.

1.36 National Emergency Number Association (NENA) i3 Acronyms and Terms**1.36.1 Emergency Call Routing Function (ECRF)**

Receives location information (either civic address or geo-coordinates) as input and uses this information to provide a Uniform Resource Identifier (URI) that can be used to route an emergency call toward the appropriate PSAP for the caller's location.

1.36.2 ESRP (Emergency Services Routing Proxy)

Responsible for coordinating call routing (via ECRF/LoST; see below) and policy implementation for NG9-1-1.

1.36.3 Legacy Network Gateway/ Legacy Selective Router Gateway (LNG/LSRG)

The LNG NG9-1-1 functional element combined with the LSRG transitional element is a NG9-1-1 Trunking Service which receives Time Division Multiplexing (TDM) trunks from Communication Service Providers (CSPs).

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SECTION 1. DEFINITIONS (cont'd.)

1.36.4 Location Information Server (LIS)

Functional entity that provides the locations of endpoints. A LIS can provide location by reference or location by value and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint—for example, an IP address, circuit ID or MAC address—and returns the location (whether value or reference) associated with that identifier. LIS is the key used by the ESRPs and ECRFs to implement Next Hop routing.

1.36.5 Location to Service Translation (LoST)

The LoST protocol is used to retrieve stored GIS database information and provides call routing and location validation information.

1.36.6 Location Validation Function (LVF)

The LVF stores and receives updates of the data required to provide the Call Routing Device and Location Database Service features and determines whether a location description is valid for the given area. This function was traditionally provided by an E9-1-1 DBMS using the MSAG. For NextGen 9-1-1, the data source will not be only the MSAG (if an MSAG is used at all). In NextGen 9-1-1, the creation of the valid locations is carried out by the GIS. The LVF provides service on the LoST server that provides GIS information to form the basis for validating location information from the LIS.

1.36.7 Policy Routing Function (PRF)

A database function that analyzes and applies ESInet or PSAP state elements to route calls, based on policy information associated with the next-hop.

1.36.8 Session Initiation Protocol (SIP)

An application level signaling protocol for setting up, modifying, and terminating real-time sessions between participants over an IP data network.

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2. RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and networks services, and equipment furnished by the Company.

2.2 Availability of Company Tariff

A complete copy of the Company's current tariff is maintained at the Company's business office, which is located at: NextGen Communications, Inc., 275 West Street, Annapolis, MD 21401. Tariff(s) NextGen Communications, Inc., are also available at no charge on the Internet at: <https://www.comtech911.com/about-us/regulatory>. Pursuant to Commission rules,.

2.3 Undertaking of the Company

The Company intends to offer 9-1-1 emergency services to government and quasi-governmental agencies for use by those agencies and PSAPs. The Company may also provide other local exchange telecommunications services and interexchange telecommunications services including, but not limited to, business resold and facilities-based local, interexchange, bundled interexchange, and wholesale or carrier-to-carrier Next Generation 9-1-1 services; including, but not limited to, bundles of data, voice, telematics, location, and/or wireless services in support of Next Generation 9-1-1 service.

As the Company does not and will not provide residential telecommunications services, the Company does not have tariffed rules regarding the offering or disconnection of residential services.

2.4 Obligations of the Customer

The Customer shall be responsible for:

2.4.1 Making proper application for service; placing any necessary orders, entering into a Service Order Agreement (SOA) with the Company; complying with the SOA and tariff regulations, and/or Individual Case Basis (ICB); payment of all applicable charges for services pursuant to the SOA, this tariff, and/or ICB; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

- 2.4.2** In the case of damage to, or destruction of, any of the Company's equipment, software, instruments, apparatus, accessories, or wiring due to the negligence or willful act of the Customer and not due to ordinary wear-and-tear, the Customer will be held responsible for the cost of restoring the equipment, software, instruments, apparatus, accessories or wiring to its original state, or of replacing the equipment, software, instruments, apparatus, accessories, or wiring that was destroyed. The Customer is required to reimburse the Company for loss—through theft—of equipment, software, instruments, apparatus, accessories, or wiring furnished to the Customer.
- 2.4.3** All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary to maintain a proper standard of service.
- 2.4.4** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment for the provisioning of the Company's services. Service connections for Company-provided services are to be made only by personnel so authorized by the Company.
- 2.4.5** The Customer shall ensure that the equipment and/or system properly interfaces with Company facilities or services; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and any service agreement between the Customer and the Company; and that these signals do not damage equipment, injure personnel, or degrade the level of service to other Customers. If the Federal Communications Commission (FCC), or some other appropriate certifying body, verifies terminal equipment as being technically acceptable for direct electrical connectivity to interstate communications services, the Company will permit such equipment to connect to its channels without using protective interface devices. If the Customer fails to properly maintain the equipment and/or the system, thereby resulting in imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this effort fails to result in satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

- 2.4.6** At all times, the Customer is required to provide adequate building space, lighting, power, and atmospheric control for the proper installation, operation, and maintenance of the equipment and facilities placed by the Company on the Customer's premises. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. At all times, the Customer is required to provide and maintain adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.
- 2.4.7** The Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and/or conduits necessary for the installation of communications cable and associated equipment used to provide services to the Customer, extending from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit the installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a Service Order Agreement with the Customer.
- 2.4.8** To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (a) any loss, destruction or damage to property of any third party, and (b) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, with a SOA, an ICB, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company—directly or indirectly—to such third party.

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage, and expense due to the following:

- 2.4.8.1** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes;

national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof.

- 2.4.8.2 Any unlawful or unauthorized use of Company facilities and services.
- 2.4.8.3 Libel, slander, invasion of privacy, and the infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services.
- 2.4.8.4 Breaches in the privacy or security of communications transmitted over Company facilities.
- 2.4.8.5 Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.6 Liability of the Company.
- 2.4.8.6 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.4.8.7 Injury to property, or injury or death to persons, including claims for payments made under Workers' Compensation laws or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use, or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.
- 2.4.8.8 Any non-completion of calls due to network-busy conditions.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.4.8.9 Any calls not actually attempted to be completed during any period when service is unavailable.

2.4.8.10 Any other claims resulting from any act or omission of the Customer or patrons of the Customer relating to the use of Company services or facilities.

2.4.9 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.4.10 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting from, in whole or in part, or arising in connection with the furnishing of service under this tariff, and SOA, or an ICB, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff, or an SOA, or an ICB is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature, other than those described in the preceding sentence.

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SECTION 2. RULES AND REGULATIONS (cont'd.)**2.5 Liability of the Company**

- 2.5.1** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.5.2** The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.
- 2.5.3** Except as provided below in this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company including exchange, toll, private line, alphabetical directory listings (excluding the use of bold face type), and all other services shall in no event exceed an amount equal to the pro rata charges to the customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect an any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- 2.5.4** Acceptance of the provisions of Section 2.5 by the Commission does not constitute its determination that any disclaimer or warranties or representations imposed by the Company should be upheld in a court of law.
- 2.5.5** Failure by the Company to assert its rights pursuant to one provision of this tariff, and SOA, or an ICB does not preclude the Company from asserting its rights under other provisions.

SECTION 2. RULES AND REGULATIONS (cont'd.)

- 2.5.6** As the Customer has exclusive control of its communications over the facilities furnished to it by the Company, and of other uses for which facilities may be furnished to it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions, and limitations.
- 2.5.7** The Company shall be indemnified, defended, and held harmless by the Customer, or any third-party, against any claim, loss, or damage arising from the Customer's use of services, involving claims for libel, slander, or allegations of infringement of patent or copyright arising from the Customer's own communications or communications services.
- 2.5.8** Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person:
- 2.5.8.1** For any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or
 - 2.5.8.2** For any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing NG9-1-1 Services hereunder, or
 - 2.5.8.3** Arising out of any act or omission of the Customer in the course of using services provided pursuant to this Tariff.

SECTION 2. RULES AND REGULATIONS (cont'd.)**2.5.9 Limitation**

- 2.5.9.1 Except as otherwise provided herein, no liability for direct, incidental, punitive, or consequential damages shall attach to the Company, its officers, directors, agents, servants, or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, defects, or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the services or facilities (including the obtaining or furnishing of information in respect thereof) with respect to the Customer or users of the service or facilities in the absence of gross negligence or willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- 2.5.9.2 The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, defects, or malfunctions of equipment or facilities shall be as follows: At the Company's option, the Company shall either repair or replace any item of its facilities or defective part thereof at the Company's expense. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period the service was fully or partially inoperative.
- 2.5.9.3 Unless otherwise provided for by an SOA or ICB, title to all facilities and intellectual property provided in accordance with this tariff or such agreement remains with the Company, its partners, agents, contractors, or subcontractors, respectively.

2.5.10 Service Irregularities by Connecting Carriers

- 2.5.10.1 The Company offers the use of its facilities, when available, for communication between parties.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5.10.2 When the Company uses the facilities or services of other companies to establish connections or provide services to the Customer, the Company shall not be liable for any act or omission of the other company or companies, their agents, their customers, or employees, that limit the ability of the Company to provide services to the Customer as described in the SOA, this tariff, or an ICB.

2.5.11 Maintenance and Repair

At the Customer's request, non-service-affecting maintenance and repair may be performed outside the Company's regular business hours or, in the Company's sole discretion and subject to any conditions it may impose, in hazardous locations. In such cases, charges to the Customer based upon the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges to the Customer may apply.

2.5.12 Database Errors or Omissions

Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized, or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.5.13 Limitation of Liability

Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

SECTION 2. RULES AND REGULATIONS (cont'd.)**2.6 Application for Service**

- 2.6.1** Applications for the establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject to the lawful rates, charges, conditions of service, and regulations of the Company.
- 2.6.2** If an application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer.
- 2.6.3** Requests from Customers for additional services or equipment must be made in writing, and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Tariff, or ICB, rates, charges, and initial contract period, if any.
- 2.6.4** Any change in rates, charges, or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent, without further notice.
- 2.6.5** Initial Contract Period

Service is provided on a month-to-month or term-agreement basis. The Initial Period is seven (7) years unless otherwise specified in this tariff, or mutually agreed upon in the SOA or an ICB. Penalties may apply for early termination of an SOA or ICB.

- 2.6.5.1** Except as otherwise stated in this tariff, an SOA, or an ICB, at the expiration of the Initial Period, or in any extension thereof, service shall be renewed automatically for a three (3) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the Initial Period or any additional term. Termination shall not relieve the Customer of its obligations to pay any charges incurred prior to termination. The mutual rights and obligations that, by their nature, extend beyond the termination of the term of the Service Order Agreement, shall survive such termination.

SECTION 2. RULES AND REGULATIONS (cont'd.)**2.6.6 Cancellation and Deferments**

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30)-business-day grace period. If after thirty (30) business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.6.7 Initiation of Service

Within at least ten (10) days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company, only if such terms have not been previously disclosed in this Tariff, the SOA, or an ICB.

Each applicant for service shall provide credit information satisfactory to the Company, upon request by the Company. The Company may refuse service if credit is not established, or degrades, such that it is not satisfactory to the Company.

2.6.8 Failure to Establish Credit

Potential Customers who are denied service for failure to establish credit as described in this tariff will be given the reason for the denial in writing within ten (10) days of service denial, and an opportunity to satisfactorily establish credit.

2.6.9 Fraud

The Company shall have the right to refuse service if the acts of the Applicant are such as to indicate the intention to defraud the Company, or as to a Customer such that the acts indicate the intention to defraud or result in actual fraud against the Company. This includes, but is not limited to, fraudulently placing, and receiving calls and/or providing false credit information.

SECTION 2. RULES AND REGULATIONS (cont'd.)**2.7 Payment for Service**

- 2.7.1** The Customer is responsible for payment of all charges for facilities and/or services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.
- 2.7.2** Customers will be billed directly by the Company and charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company with the applicable Customer.
- 2.7.3** Unless otherwise specified, all charges for Company-provided services, equipment, and/or facilities, exclusive of usage or transaction sensitive charges, begin the day after service is installed, continue through the day service is disconnected, and are payable monthly in advance. Charges for usage or transaction-related services are payable monthly for services used in the previous billing cycle, except that the Company reserves the right to require payment of such charges at more frequent intervals.
- 2.7.4** When service does not begin on the first day of the month or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- 2.7.5** In the event a Customer is indebted to the Company for charges and services previously rendered in South Carolina, or for services under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.
- 2.7.6** If payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate how said payment should be applied, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner the Company deems appropriate.
- 2.7.7** Except as otherwise specified, where the rate to be charged for a service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, where a half-cent is increased to the next higher cent.

SECTION 2. RULES AND REGULATIONS (cont'd.)

- 2.7.8** The furnishing of services, equipment, and facilities and any indebtedness resulting therewith, shall not result in a lien, mortgage, or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.
- 2.7.9** Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the state of South Carolina or for the provision of facilities which also have been provided in South Carolina.
- 2.7.10** Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven (7) days (calculated from the date of mailing) will be given to the Customer that advises the Customer of the amount due and the date by which the same must be paid to avoid service being discontinued. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of the Company's equipment from the Customer's premises.
- 2.7.11** Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion where a payment is returned to the Company for reasons of insufficient funds or a closed account. The maximum Returned Payment Charge per occurrence is \$25.00.
- 2.7.12** Customers may have the following options as to the method of paying bills for Company-provided services: If by U.S. Mail, by check or money order only; or by any means acceptable to financial institutions and the Company.
- 2.7.13** Payments received by the Company on or before the due date on the Customer's bill will be considered timely. The following billing information shall be remitted with payment:
- Customer's name;
 - Customer's telephone number;
 - Customer's address;
 - Customer's Account Code (if applicable);
 - Customer's account type;
 - Amount of payment; and
 - Other information as required by this tariff, an SOA, or ICB.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7.14 Payments received by the Company after the due date on the Customer's bill may result in discontinuance of the Customer's service.

2.7.15 The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set defined herein, or if the payment is not timely, the requirements of Section 2.8 Payment for Service have not been met.

2.8 Customer Deposits

The Company does not collect customer deposits for the establishment of service, except as provided for in Section 2.11 Customer Complaints, Billing Information, and Disputes.

2.9 Customer Complaints, Billing Information, and Disputes**2.9.1 General Information**

2.9.1.1 Customers must notify the Company in writing of billing or other disputes within thirty (30) days of the due date.

2.9.1.2 The Company provides the following 24/7 toll-free number for customers: 1-800-959-3749.

2.9.1.3 Except as provided in this tariff, an SOA, an ICB, or as directed by a Court, the Company will not collect attorneys' fees or court costs from customers.

2.9.2 Disputed Bill Procedure

2.9.2.1 In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for services furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements.

2.9.2.2 The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due By" date shown on the bill. The "Due By" date shall be no sooner than fifteen (15) days from the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

SECTION 2. RULES AND REGULATIONS (cont'd.)**2.10 Rates, Charges, Taxes, Surcharges, and Fees**

- 2.10.1** Rates schedules of the Company do not include any applicable municipal, license, franchise, gross receipts, income, or occupation tax, costs of furnishing service without charge, state or federal regulatory fees, or similar taxes, fees, or impositions on the Company.
- 2.10.2** The amount paid by the Company to a municipality or other government as a cost of doing business within that municipality under a franchise, right-of-way fees, or similar business taxes or fees within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality or other government, if applicable, will be added to the bill for service to the Customer.
- 2.10.3** All state and local taxes and fees, if applicable, shall be listed as separate line items on the Customer's bill.
- 2.10.4** If a municipality, other political subdivision, local agency of government, or the Commission imposes and collects from the company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall—as allowed by law—be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision, or local agency of government.
- 2.10.5** The FCC is authorized to collect Universal Service Fund (USF) fees from providers of telecommunications services based upon an assessment of their interstate and international end-user revenues. Should the FCC determine that any services offered pursuant to this tariff, an SOA, or ICB are subject to USF fees, they shall be added to the Customer's bill consistent with USF rules.
- 2.10.6** Service shall not be subject to taxes and/or fees if the Customer timely provides the Company, and updates as required, written verification and/or authority, acceptable to the Company and to the relevant municipal, local, state, or federal authority, that the Customer has been granted an exemption from or is not subject to the respective fees or taxes.

2.11 Adjustment of Charges**2.11.1 Service Interruptions**

SECTION 2. RULES AND REGULATIONS (cont'd.)

- 2.11.1.1 As it applies to this provision, the term “interruption” shall mean the inability to complete calls, whether incoming or outgoing, or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits, other network and/or switching capacity shortages, or as further defined.
- 2.11.1.2 The credit allowance will not apply where service is interrupted due to the negligence or willful act of the Customer, the failure of facilities provided by the Customer, or where the Company—pursuant to terms of the Tariff, an SOA, or ICB—suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Tariff, or as further defined.
- 2.11.1.3 No credit allowance shall be made for interruptions due to electrical power failure where, by the provisions of this Tariff, the Customer is responsible for providing electrical power.
- 2.11.1.4 Should any such error, mistake, omission, interruption, failure, delay, defect, or malfunction of equipment or facilities result in an interruption or failure of service to a Customer for more than twelve (12) hours during a continuous twenty-four (24)-hour period after being reported by the Customer or discovered by the Company—whichever occurs first—an appropriate adjustment, related to the specific services interrupted, shall be made by the Company to the Customer’s bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of one-thirtieth (1/30) of the tariff monthly rate for all usage-based services and facilities affected by such interruption, or failure for each occurrence of more than twelve (12)-hours in a continuous twenty-four (24)-hour time-period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any one billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.
- 2.11.1.5 In addition, and not by way of limitation, if there is a delay in the installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance, or any failure to repair or replace the items of service, a refund of payment shall be the exclusive remedy against the Company.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.11.2 Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive, or consequential damages, losses, expenses, or costs, if any.

2.11.3 Overcharge/Undercharge

When a customer has been overcharged, that amount shall be refunded or credited to the Customer. It shall be the obligation of the Customer to notify the Company of any interruptions in service.

2.12 Special Services

2.12.1 If a Customer requests a special arrangement which may include, but is not limited to, engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, the Company may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.12.2 The rates and charges quoted in the Tariffs of the Company contemplate the use of service arrangements, equipment, and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested that are not provided for in the Company's applicable Tariffs, monthly rates, and one-time charges—such as nonrecurring and construction charges—those will apply based upon the circumstances in each case.

2.12.3 These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.12.4 The specified rates and charges contemplate that work will be performed during regular working hours and that work, once begun, will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit its completion during regular hours, or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.12.5 The rates and charges quoted in the Tariffs of the Company contemplate the use of standard procedures and practices for furnishing services, equipment, and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals, overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

2.13 Termination of Service

2.13.1 Customers may cancel service in writing, unless specified differently within an SOA or ICB. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's billing cycle, unless otherwise noted in the description of the affected service.

2.13.2 If a Customer cancels an SOA or ICB or terminates services before the completion of the term for any reason whatsoever, other than due to a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination.

2.13.3 The Customer's liability for the early cancellation or termination of service shall be equal to the following:

2.13.3.1 All unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer;

2.13.3.2 Any disconnection, early cancellation, or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer;

2.13.3.3 To the extent there is no other requirement for use by the Company for facilities specially constructed at the request of the Customer pursuant to Section 2.12 Special Services, termination charges in addition to those described in this Section may apply.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.13.4 Inclusion of termination liability by the Company in this tariff, an SOA, or an ICB, does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

2.14 Provision and Use of Service and Facilities

2.14.1 Customer service will be furnished to Customers for: The Customer; the Customer's employees and representatives; Customers who share the Company's service; and Joint users of Company-provided services (only when joint use is permitted in this Tariff).

2.14.2 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services.

2.14.3 Unless otherwise limited, the Company's services are available for use twenty-four (24) hours per day.

2.14.4 Unlawful Use of Service

2.14.4.1 Service shall not be used for any purpose in violation of law or for any use where the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

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SECTION 2. RULES AND REGULATIONS (cont'd.)

2.14.4.1.1 An order shall be issued, signed by a judge, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.14.4.1.2 The Company is notified in writing by a law enforcement agency acting within its authority that any facility furnished by the Company is being used, or will be used, for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.14.4.2 If service has been physically disconnected by law enforcement officials at the Customer's premises, and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the Customer and subsequent agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14.5 Obligation to Furnish Service

2.14.5.1 The Company's obligation to furnish service or to continue to furnish service is dependent upon its ability to obtain, retain, and maintain (with just and reasonable earnings), suitable legal rights, rights-of-way, and facilities, necessary to provide for the installation of those facilities required to the furnishing and maintenance of service. At the option of the Company in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities under construction are not readily available to meet service demands.

2.14.5.2 When connections are requested, but the facilities to provide required connections at the Company location normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another Company location to provide the requested interconnection. Under such circumstances, additional monthly rates and installation charges will apply.

2.14.6 Limited Communication

The Company reserves the right to limit the use of its services when emergency conditions arise that cause a shortage of facilities.

SECTION 2. RULES AND REGULATIONS (cont'd.)**2.14.7 Resale/Sharing of Service**

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written prior consent of the Company.

2.14.8 The Company shall be responsible to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.14.9 The Company may substitute, change, or rearrange any equipment, underlying provider, or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.

2.14.10 Equipment the Company provides or installs at the Customer premises for use with the services the Company offers shall not be used for any purpose other than that for which it was provided.

2.15 Denial of Service by Company**2.15.1 Denial of Service Without Notice**

The Company may discontinue/disconnect/terminate service without notice for any of the following reasons:

2.15.1.1 Hazardous Conditions. For a condition on the Customer's premises determined by the Company to be hazardous.

2.15.1.2 Abuse. Use of service that interferes with another Customer's service, one that is used for any purpose other than its intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with services to other Company Customers.

2.15.1.3 Tampering with Company Property. Customer's tampering with equipment furnished and owned by the Company.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.15.1.4 Unlawful Use of Service. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its authority and advising that such service is being used or will be used in violation of the law, service will be discontinued.

2.15.2 Denial of Service, With Notice:

The Company may discontinue service for any of the following reasons provided it has notified the Customer in writing of its intent to deny service and has allowed the Customer a reasonable time of not less than ten (10) days in which to remove the cause for denial.

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3. DESCRIPTION OF SERVICES

3.1 Next Generation 9-1-1 (NG9-1-1) Service

Next Generation 9-1-1 Service, also referred to as NG9-1-1, is the communication service whereby one or more Public Safety Answering Points (PSAP) designated by the local 9-1-1 authority may receive calls from various devices dialed to the telephone number 9-1-1. The calls may be a voice, text, photo, video, or telematics generated by smart devices, Voice over Internet Protocol (VoIP) telephones or landline telephones. The prior generation of 9-1-1 services is the traditional Legacy Enhanced 9-1-1 (E9-1-1) Service. Legacy E9-1-1 Service has typically included lines and equipment within one telephone company exchange and/or area served by a Mobile Telephone Switching Office, which could be connected to lines and equipment in another telephone company exchange to permit answering, transferring and dispatching of public emergency telephone 9-1-1 calls originated by persons within the same serving area. Legacy E9-1-1 service provided for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.

In general, the 9-1-1 industry has become more decentralized insofar that no single company is likely provide all of the 9-1-1 hardware, software, or features. The use of twisted pair telephone “lines” is becoming obsolete, replaced by broadband IP connectivity via cable, DSL, or other dedicated IP networks. NextGen anticipates that different companies shall provide the IP network infrastructure, while other companies provide the NG9-1-1 content, features, and functions. This tariff identifies the rules, regulations, and rates that shall govern the Company’s offering of the NG9-1-1 content, features, and functions also referenced as an NG9-1-1 Solution or Service. This tariff does not address the provisioning of any IP network infrastructure. The Company’s NG9-1-1 solution is forward and backward compatible to support both NG9-1-1 and E9-1-1 content, features, and functions.

3.1.1 NG9-1-1 Service is offered subject to availability of IP broadband facilities; rights-of-way (if necessary), and materials.

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SECTION 3. DESCRIPTION OF SERVICES (cont'd.)**3.1.2** The NG9-1-1 Customer may be:

- 3.1.2.1 A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated.

The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone areas arranged for 9-1-1 calling.

- 3.1.2.2 A private telecommunications service provider of LEC, CLEC, wireless or VoIP service with an obligation to route originating emergency 9-1-1 calls to the appropriate PSAP.

- 3.1.2.3 A private enterprise with a PBX telephone system with a desire to route emergency calls to the appropriate PSAP.

3.2 NG9-1-1 Service Terms and Conditions

- 3.2.1 NG9-1-1 Service is limited to the use of the central office, VoIP, or mobile telephone switching office telephone number 9-1-1 as the universal emergency telephone number. The Company does not provide the telephone number or dial tone. These services will be provided by the telecommunications carrier.

- 3.2.2 The 9-1-1 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other telephone services as provided in other tariffs of other providers of telephone services.

- 3.2.3 NG9-1-1 service is furnished to the Customer only for the purpose of receiving reports of emergencies by the public.

- 3.2.4 NG9-1-1 Service provides a one-way incoming service to the appropriate PSAP.

SECTION 3. DESCRIPTION OF SERVICES (cont'd.)

- 3.2.5** NG9-1-1 Service is provided solely for the benefit of the Customer operating the PSAP(s), or for the carrier providing telecommunications or data communications service to individuals. The provision of the E9-1-1 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Customer(s).
- 3.2.6** The Company does undertake to provide NG9-1-1 services using facilities obtained by the PSAP to enable the PSAPs personnel to respond to emergency calls on the PSAPs premises. The PSAP is responsible for the provision and maintenance of cable and wire facilities on the PSAPs side of the Demarcation Point.
- 3.2.7** NG9-1-1 information consisting of the names, addresses and telephone numbers of telephone customers of carriers using Company service is confidential. This information will be provided via Location Database data on a call-by-call basis only for the purpose of responding to emergency calls.
- 3.2.8** The NG9-1-1 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating station location are furnished to the PSAP.
- 3.2.9** Default Routing will be provided in lieu of Selective Routing and ANI/ALI Display for E9-1-1 systems served from central offices or mobile telephone switching offices not equipped to transmit ANI.
- 3.2.10** The rates charged for NG9-1-1 Service do not contemplate the inspection or 100 percent constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer(s), are required to determine whether the system is functioning properly for its use. The Customer(s) shall notify the Company promptly in the event the system is not functioning properly.
- 3.2.11** It is the obligation of the 9-1-1 authority to make arrangements to handle all E9-1-1 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the E9-1-1 authority's public safety jurisdiction.

SECTION 3. DESCRIPTION OF SERVICES (cont'd.)

- 3.2.12** Applications for NG9-1-1 Service must be executed in writing by each PSAP or 9-1-1 authority. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer.
- 3.2.13** The PSAP or 9-1-1 authority is required to furnish the Company its agreement to the following terms and conditions. The 9-1-1 authority will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 9-1-1 calls recommended by the Company. The 9-1-1 authority is to ensure that PSAP premises equipment selected to operate E9-1-1 system features is compatible with the service furnished by the Company. The 9-1-1 authority is responsible for the provision and maintenance of cable and wire facilities on the 9-1-1 authority's side of the Demarcation Point.
- 3.2.14** When the Selective Routing (or comparable) feature is provided, PSAP is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service. The PSAP is responsible for identifying the 9-1-1 serving area and for associating the Company-provided ESNs with the street address ranges or other criteria for selective routing of calls. Legacy ESNs may be used. ESNs will be carried in the DBMS or equivalent to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the 9-1-1 serving area. The following terms define the 9-1-1 authority's responsibility in providing this information.
- 3.2.14.1 Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the 9-1-1 authority to the Company prior to the effective date of service. If the PSAP has legacy ESNs assigned by previous 9-1-1 service providers, these ESNs may be retained if the PSAP prefers.

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SECTION 3. DESCRIPTION OF SERVICES (cont'd.)

- 3.2.14.2 After establishment of service, it is the relevant South Carolina ILEC's responsibility to continue to verify the accuracy of routing information contained in the address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies, jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.
- 3.2.14.3 The Company will provide; with reasonable frequency to the 9-1-1 authority as required or permitted by law, a complete electronic copy of the address file previously supplied to the Company by the 9-1-1 authority to permit the 9-1-1 authority to verify accuracy of the police, fire, and ambulance PSAP routing designation.
- 3.2.14.4 Changes, deletions and additions which the PSAP desires to have made in the address file should be submitted on an "as occurred" basis.
- 3.2.14.5 The Company will furnish an electronic copy to the 9-1-1 authority for verifications showing each change, deletion, and addition to the address file.

3.3 NG9-1-1 Trunking Services

Telecommunications carriers may terminate time division multiplex (TDM) trunks from their switch to the LNG/LSRG ingress points. They may also terminate session initiation protocol (SIP) trunks from their switch to the NG9-1-1 Call Routing Device. All calls routed to the Call Routing Device must be via Internet protocol (IP) in SIP format. The Company recommends that legacy carriers acquire protocol converters to convert traditional wireline protocols into IP. Other formats may be considered at the discretion of the Company.

SECTION 3. DESCRIPTION OF SERVICES (cont'd.)**3.4 NG9-1-1 Core Services**

NG9-1-1 Core Services (NGCS) deployed to support NG9-1-1 services built upon the NENA i3 requirements and standards documents in the state of South Carolina. The NENA i3 solution shall support end-to-end IP connectivity. Gateways will be used to accommodate legacy wireline and wireless origination networks, as well as legacy PSAPs that interconnect to the NENA i3 solution architecture. Functional elements included in the NGCS are: ESRP, PRF, ECRF, and LVF. Logging is provided for all functional elements within the NGCS.

3.5 NG9-1-1 Services

NG9-1-1 Services deployed to support NG9-1-1 within the state of South Carolina.

3.5.1 Aggregation

The LNG/LSRG aggregates 9-1-1 calls originating from multiple sources in multiple 9-1-1 jurisdictions onto circuits that terminate at the NGCS demarcation point. The PSAP does not need to designate or arrange for the connectivity between the local telecommunications carrier(s) to the LNG/LSRGs, or from the ESInet to the customer premises demarcation point. The PSAP or 9-1-1 authority is obligated to acquire connectivity to the IP network.

3.5.2 NG9-1-1 Call Routing Service

Using NG9-1-1 geospatial routing capabilities and LoST, the device shall deliver the 9-1-1 call and location data to the PSAPs. It is the Customer's responsibility to designate the alternate location if traffic is to be routed to a secondary PSAP. The Customer may designate routing requirements in the Policy Routing Function.

3.5.3 NG9-1-1 Location Database Service

The complete NG9-1-1 DBMS for ALI replacement that includes the delivery of the caller's location data and the call data to PSAPs. The call data provides the PSAP, for example, the class of service and the disability indicator.

4. NG9-1-1 SERVICE OFFERINGS AND FEATURES

4.1 NG9-1-1 Service Features Offerings Overview

NG9-1-1 Service is available with the following Service Feature Offerings: Automatic Location Identification and default routing and Call Routing Service. ANI is contingent upon transmission of ANI by the telephone service provider and receipt by the company. Location Database Service is contingent upon the ALI service providers providing the ALI databases.

The service feature offerings include provision of NG9-1-1 service to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on compatible customer-provided terminal equipment. The amount of bandwidth to a PSAP will be determined by the Company based upon anticipated call traffic volumes. The Customer is responsible for the provision and maintenance of cable and wire facilities on the Customer's side of the Demarcation Point. Secondary PSAPs not equipped to display ANI will receive calls on a transfer basis over the exchange network or the Customer may subscribe to IP access.

4.2 Standard Features

The following standard features are included with each of the service offerings:

- Default Routing;
- Alternate Routing; and
- Call Transfer.

4.3 Trunk Features

Trunks and/or IP circuits may be obtained from either the local exchange carrier, or other facilities provider. The Company provides the points of ingress (POIs) where the TDM and/or SIP trunks may terminate.

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SECTION 4. NG9-1-1 SERVICE OFFERINGS AND FEATURES (cont'd.)

4.4 NG9-1-1 Call Routing Service Features

NG9-1-1 call routing service features include:

- Emergency Service Routing Proxy and Policy Routing Function (ESRP/PRF);
- Emergency Call Routing Function and Location Validation Function (ECRF/LVF);
- Delivery of 9-1-1 voice call;
- Delivery of location data; and
- Delivery of additional data content relative to each 9-1-1 call.

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5. DESCRIPTION OF OTHER SERVICES AND OFFERINGS

5.1 Trial Services

The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval, if required. Such trials are limited to a maximum of six (6) months at which time the trial offering must be either withdrawn or made available on permanent basis.

5.2 Promotional Offerings

5.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service.

5.2.2 To be eligible for a promotional offering, a prospective customer must meet the requirements for the eligible service as described in this Tariff.

5.2.3 Promotional offerings are limited to a maximum of six (6) months at which time the promotional offering must be either withdrawn or made available on a permanent basis.

5.2.4 All promotions, regardless of whether services are given away for free, are subject to Commission approval, if required. The Company may file a promotional offering on one (1) day notice to the Commission.

5.2.5 When promotional offerings are made available by the Company, the Company will post the promotional offerings on its website at www.comtech911.com, or by contacting the Company on non-holiday weekdays, 8:00 am to 4:00 pm, at 1-800-959-3749 or by email at sst-sales@comtechtel.com.

5.3 Individual Case Basis Offerings

In lieu of this tariff, rates, terms, and other conditions of service for the Company's services may be established as negotiated on an individual case basis (ICB), considering unique conditions including, but not limited to, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates. An ICB service or feature may be in lieu of, in support of, or in addition to a tarified service or feature. All customers have non-discriminatory access to requesting the service under an ICB rate.

6. RATES, CHARGES, AND CONDITIONS OF SERVICE**6.1 NG9-1-1 Service Rates and Charges**

NG9-1-1 Service Description	Non-Recurring Cost (NRC)	Monthly Recurring Cost (MRC)
NG9-1-1 Core Services	ICB	ICB
NG9-1-1 Aggregation	ICB	ICB
NG9-1-1 Call Routing	ICB	ICB
NG9-1-1 Trunking	ICB	ICB
NG9-1-1 Location Database	ICB	ICB

6.2 Recurring and Non-Recurring Charges.

Recurring and non-recurring charges for all services provided pursuant to this tariff may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

6.3 Rates by ICB

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, and recurring charges for the Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law or regulation.

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